

OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-00-R-0029

PROGRAM NUMBER: 6.2

PERFORMANCE PERIOD: September 3, 2000 – September 2, 2005

WITH TWO (2) ONE YEAR OPTIONS TO RENEW

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE
DEFENSE ENERGY SUPPORT CENTER

BY

March 8, 2000 @ 1500 HOURS LOCAL TIME

INSTRUCTIONS:

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L17.02 for additional information to be submitted.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date the Standard Form 33 (SF33) in ink.
3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail. See Clause L2.11-1.
4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 12		
2. CONTRACT (Proc. Inst. Ident.) NO.			3. SOLICITAION NO. SP0600-00-R-0029		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED FEB 4, 2000		6. REQUISITION/PURCHASE NO. SC0600-00-0100	
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 2945 Ft. Belvoir, VA 22060-6222 PP: 6.2 Buyer/Symbol: Shedric Crump/DESC-FPC Phone: (703) 767-9348 Fax: 767-8506 Email: scrump@desc.dla.mil				CODE SCO600		8. ADDRESS OFFER TO (If other than item 7) ATTN: BID CUSTODIAN, DESC-CPC, RM 3729 Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort. Belvoir, VA 22060-6222 FAX: 703-767-8506 Verification: 703-767-7367				
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".										
SOLICITATION										
9. Sealed offers in original and 1(one) copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in DESC-CPC: Room 3729 until 3:00 PM local time March 8, 2000 . (hour) (date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to alltems and conditions contained in this solicitation. See Clause L3.02										
10. FOR INFORMATION CALL:		A. NAME SHEDRIC CRUMP				B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (703) 767-9348				
11. TABLE OF CONTENTS										
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)			
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES						
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES				
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.						
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS				
	D	PACKAGING AND MARKETING		PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS, AND				
X	F	DELIVERIES OR PERFORMANCE		OTHER STATEMENTS OF OFFERORS						
X	G	CONTRACT ADMINISTRATION		X	L	INSTRS., COND., AND NOTICES TO OFFERORS				
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD				
OFFER (Must be fully completed by offeror)										
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8)			10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. Name of Offeror		Address of Offeror		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTRATION BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE	
26. NAME OF CONTRACTING OFFICER (Type of print)					27. UNITED STATES OF AMERICA			28. AWARD DATE		

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

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SECTION B – SUPPLIES/SERVICES AND PRICES/COST

B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)

The services to be furnished during the period specified herein and the unit prices are as follows:
(DESC 52.207-9F85)

The following terms and conditions are applicable to the requirement for contract services and ancillary facilities for receiving, storing, protecting and shipping two (2) grades of U.S. Government fuel in the area of United Arab Emirates (UAE) along the Gulf of Oman for the period beginning September 3, 2000 for a five (5) years (multiyear year contract).

Area of Consideration: Any UAE port facility along the Gulf of Oman that meets the specified requirements.

Tankage Required: A minimum of 500,000 barrels of bulk storage for the following types and quantities of U.S. provided and owned fuel. A minimum of two tanks is required for each grade of product. A dedicated system is preferred; however, a common isolated system will be considered providing acceptable handling procedures on how the integrity of each product will be protected and supporting data that such procedure will be less costly to the U.S. Government is provided. Tanks configured to meet all local regulations and local Government regulations and commercial practice for protection of the type of fuels to be stored will be acceptable. The product will be stored with additives. Offerors must submit the data required by Clause L116.01.

Fuel, Naval Distillate, Grade F76	300,000 bbls (47,700 m3)
Jet Fuel, Grade JP5	200,000 bbls (31,800 m3)

Estimated Throughput: Product stored will remain relatively static except for limited use by passing ships. After initial fill, throughput is expected to be approximately 400,000 bbls (63,596 m3) per year (400,000 bbls (63,596 m3) shipped and 400,000 bbls (63,596 m3) received). Throughput is computed as “shipment plus receipts divided by two.” An average of four ships per quarter will conduct a brief stop for fuel at the facility and Navy Oilers will lift a fuel cargo semi-annually. Average lift quantities are as follows:

<u>Type of Ship</u>	<u>F76 (bbls/m3)</u>	<u>JP5 (bbls/m3)</u>
Combatant	6,000/ 954	300/ 48
AO	60,000/9,539	25,000/3,975
AOE	50,000/7,950	30,000/4,770

Shipping and Receiving Capability:

1. Via tankers, U.S. Navy ships, and barges on a 24-hours per day, 7 day per week schedule at the following pumping rates:

Ocean-going tankers & Navy fleet Oilers	6,000 – 8,000 bbls/hr (954 – 1,272 m3/hr)
Barges/Navy Combatants	2,000 bbls/hr (318 m3/hr)

2. Bunkering of U.S. Navy ships with F76 and/or JP5 through 4-inch and/or 6-inch connections as required.

Types of Ships Expected to Visit:

<u>Length(Maximum) (feet)/(meters)</u>	<u>Beam (feet)/(meters)</u>	<u>Full Load Draft (feet)/(meters)</u>
800 244	107 33	39.3 12

Tank Truck Capability: A tank truck loading facility must be provided for delivery of JP5 fuel to inland locations. Tank truck loading capability is required 24 hours a day, seven days a week. The tank truck loading facility should be one that is dedicated to JP5 services with the minimum capability to load 1.5 trucks per hour. (NOTE: Normal UAE work week is Sunday through Thursday).

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Berthing Facilities: The berthing facility must be capable of handling U.S. Government oil tankers, U.S. Navy ships of up to 40,000 dead weight tonnage (DWT) requiring up to 39 feet (12 meters) of water from dock to open sea. Barge shipments may also be required.

Deballasting Facilities: A deballasting facility is required with the capability to accept and provide a maximum of 55,000 bbls (8,745 m3) ballast at a rate up to 4,000 bbls/hr (636 m3/hr). (See Clause F52.11).

Filtration Capability: A Contractor-furnished filtration/separation system is required that allows the fuel to be filtered for tank truck filling operations. Additionally, the capability must exist to filter the jet fuel, when needed, during tank-to-tank transfer and when replacing dormant fuel in pipelines or when re-packing the pipelines with fuel. The filtration/separation system must be of the kind that meets the specifications outlined in the current American Petroleum Institute (API) Publication 1581, "Specifications and Qualification Procedures – Aviation Jet Fuel Filter/Separator."

Additive Injection Capability: The Contractor shall provide an additive injection system meeting the requirements of contract Clause F45.03 (Operation of the Fuel System Icing Inhibitor (FSII) Additive System) and F45.04 (Operation of the Corrosion Inhibitor Additive System) is required. The Contractor shall have the capability to receive, store and inject fuel additives as required by the ordering document.

Laboratory Services: The Contractor shall provide laboratory services to test U.S. Government-owned products in accordance with contract Clause C19.07, Testing of Petroleum Products (DESC Aug 1991). If the Contractor cannot provide full testing capabilities identified in Attachment 4 acceptable to the Government, the Contractor shall be responsible for shipping the required samples to a commercially contracted laboratory approved by the U.S. Government. As a minimum, the "Type C" testing identified in Attachment 4, including the requirements identified in contract Clause E28, shall be available within the Contractor's facility. The calibration of testing equipment will be in accordance with L17.02, Quality Control Plan (DESC Aug 1991).

The Contractor shall maintain and report inventory accountability in accordance with Clause I119.06, Property Control Records (Overseas)(DESC Sep 1989).

In the absence of any contract provisions or referenced method, specifications, or other instruction, the Contractor shall perform all services in accordance with the best commercial practices.

LINE ITEM 1001 (MUCC): (FIVE YEAR MULTIYEAR PERFORMANCE PERIOD)

TANK NUMBER			USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS)(INCLUDE S
TANK TYPE/PRODUCT TO BE STORED	SHELL CAPACITY (BARRELS)	FILL CAPACITY (BARRELS)	INITIAL FILL & FINAL SHIPMENT

SUBLINE ITEM 1002AA

For the first 500,000 barrels of product received into storage after initial fill, per year or prorate for part thereof for any part year that the use of the storage is limited to a period of less than one year... ..NO ADDITIONAL CHARGE (included in TANKAGE charge)

SUBLINE ITEM 1002AB

For the first 500,000 barrels of product shipped for storage after initial fill, per year or prorated for part thereof for any part year that the use of the storage is limited to a period of less than one year... ..NO ADDITIONAL CHARGE(include in TANKAGE charge)

SUBLINE ITEM 1002AC (EXTP)

Excess throughput: Product received and shipped annually in excess of throughput of 500,000 barrels. Charges are as follows: \$_____per barrels.

SUBLINE ITEM 1002AD (IFSI)

The Government will normally purchase and provide FSII. In those case where the Contractor is required to purchase the additive, the Government will reimburse the contractor for direct out-of-pocket costs incurred in acquiring such additive (See Clause F45.03). The Contractor will be reimburse \$_____ per barrel for injecting FSII additive.

SUBLINE ITEM 1002AE (IACA)

The Government will normally purchase and provide Anti-Corrosion additive. In those case where the Contractor is required to purchase the additive, the Government will reimburse the contractor for direct out-of-pocket costs incurred in acquiring such additive (See Clause F45.04). The Contractor will be reimburse \$_____ per barrel for injecting Anti-Corrosion additive.

SUBLINE ITEM 1002AF (FEES)

The Contractor shall be reimbursed for Port Fees \$_____ levied by the Port Authority. The Contracting Officer shall be notified by the Contractor of any change to these rates which shall be supported with copies of the appropriate or formal Government notice.

C19.07 TESTING OF PETROLEUM PRODUCTS (DESC AUG 1991)

(a) The tests identified in attachment 1 of the solicitation are a required part of the services to be provided. The Contractor will provide these tests in the following manner (please mark applicable box):

☐ The Contractor will perform the tests using its own qualified personnel, facilities, and equipment. (All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not perform the tests with its own personnel, but will provide on a seven days per week, 24 hours per day, basis, all facilities and equipment for testing of product by Government personnel. (All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not provide its own personnel, facilities, or equipment. Instead, upon the Government's request, the Contractor will transport any sample(s) to a commercial laboratory approved by the Government and arrange for the commercial laboratory to perform all required tests. (The Government will reimburse the Contractor for the actual costs of the tests by the commercial laboratory. All other associated costs are to be included in the monthly service charge.)

(b) All facilities and equipment to be provided, whether that of a Contractor or commercially-owned, must conform to the standards for such facilities and equipment established by the Occupational Safety and Health Act and implementing regulations and the National Fire Protection Association.

(DESC 52.211-9FL5)

E36 INSPECTION (STORAGE) (DESC FEB 1970)

The facilities to be provided hereunder shall be ready for inspection and acceptance by _____. The Contractor shall notify the Contracting Officer of the date such tanks and facilities are available for inspection and acceptance, and the Contracting Officer, or his designated representative, shall promptly thereafter inspect such tanks and facilities. No payment will be made for services performed or facilities provided prior to the government receiving 30 days of service (the contract has been placed on revenue for 30 days).

(DESC 52.246-9FD5)

F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)

During the contract period, _____ through _____, the Contractor shall provide petroleum storage facilities and services at the following location:

(Street address)

(City/State/Zip)

(DESC 52.242-9FA1)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

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Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAY 1999)

(a) This clause applies to payments made by DFAS Columbus.

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(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award.

NAME OF RECEIVING BANK: _____

(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____

(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____

(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (c) **OR** paragraph (d) below. Total space available for information entered in (c) **OR** (d) is 153 characters.

(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(d) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment

Monthly services invoices shall be mailed directly to the Accounting and Finance Office after self-certification. All other invoices are mailed to the Contract Administration Office (CAO) after Quality Representative (QR) certification. Specific procedures follow:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-LSFA
P.O. BOX 182317
COLUMBUS, OH 43218-6250

Each invoice will be certified by an official of the company in the following manner:

"I certify that the services were performed, that the amounts reflected hereon are in conformance with the contract, and that the amounts are correct and proper for payment."

(b) ALL OTHER INVOICES.

(2) Contractors shall certify that the invoice is true and correct and shall attach supporting documentation (e.g., subcontractor bills or invoices) for cost reimbursement invoices.

(3) Contractors shall then present the invoice (original and 4 copies) to the cognizant QR for certification that the invoice is true and correct to the best of the QR's knowledge and that the supplies or services included on the invoice have been provided.

(4) Last, Contractors shall submit the invoice to the applicable CAO address below for approval and for processing to the Accounting and Finance Office for payment. Upon mutual agreement between the Contractor and the QR, the QR may submit the invoice directly to the CAO after certification.

OCONUS Contract Locations

ATTN DESC-FPA FPB ROOM 2945
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222

ATTN DESC-FPC ROOM 2945
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222

(c) **OVERTIME.** When the Contractor is authorized by the designated Defense Energy Region (DER) to perform services in excess of normal working hours, the Government will reimburse the Contractor as described in (1) and (2) below. Each invoice for overtime will specify the number of people working, their employment classification, number of hours worked, and the hourly rate of compensation. The written authorization from the DER must be attached to the invoice. (The authorization for overtime may be given initially by telephone, but later must be provided in writing by the DER to the Contractor.) Follow instructions given in (b) above for submission of overtime invoices.

(1) **GOCO (Government-Owned, Contractor-Operated).** The Government will reimburse actual overtime labor rate paid times actual overtime hours, plus social security taxes, insurance, and fringe benefits. No profit or G&A (general and administrative expenses) will be allowed. (Profit and G&A should be included in the monthly services charge based on the dollars estimated for the overtime line item.)

(2) **COCO (Contractor-Owned, Contractor-Operated).** The Government will reimburse at the rate specified in the Schedule clause.

(DESC 52.232-9FF5)

f the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

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The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K45 FACSIMILE INVOICING (DESC SEP 1988)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

(DESC 52.232-9F05)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) TYPE OF ORGANIZATION.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER

RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its principals--

(A) Are ☐ , are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ , are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ , has not ☐ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)